

# **COPERNICAT**

## **End-User License Agreement**

This agreement covers the products and services you license or purchase from COPERNICAT, unless and until we enter into a new agreement that expressly replaces this one. If you use the COPERNICAT products and services as an employee of or for the benefit of your company, you represent that you have the power and authority to accept this agreement on behalf of your company. Your company will be the licensee under this agreement. By downloading, installing or using the COPERNICAT products or services, you consent to the terms and conditions of this agreement on behalf of yourself and the company on whose behalf you will use the COPERNICAT products and services provided under this agreement. The effective date of this agreement is the date that you first download, install or use the COPERNICAT products or services. If you do not agree to the terms and conditions of this agreement or if you do not have the power and authority to accept the terms and conditions of this agreement on behalf of your company, you may not use the COPERNICAT products and services and COPERNICAT is unwilling to provide you with them.

## 1 Definitions

**Client** means an instance of a Licensed Product running on a computer.

**Confidential Information of COPERNICAT** means:

1. The Licensed Products (in any form), the Documentation, and License Keys;
2. All ideas and information (such as algorithms, equations, models, simulation techniques, databases) contained or embodied in the Licensed Products, Documentation or License Keys;
3. The prices, discounts, payment terms, and other information in the Purchasing Agreements;
4. COPERNICAT Training Services materials including without limitation presentations, demonstrations, software and course handouts;
5. Any other confidential or proprietary information that COPERNICAT provides to you in connection with this agreement.

**Confidential Information of you** means any confidential or proprietary information in:

1. Written form that you provide to COPERNICAT in order for COPERNICAT to fulfill your orders and provide products and services to you under this agreement;
2. Oral form that you provide to COPERNICAT in order to receive Maintenance Services; as long as you notify COPERNICAT at the time of disclosure that such information is to be treated as confidential under this agreement.

However, Feedback is not your Confidential Information.

**Non-Confidential Information** includes any of the following:

1. Information that has become generally available to the public, through no fault of yours (in the case of COPERNICAT Confidential Information) or COPERNICAT (in the case of your Confidential Information) and that is not still regarded as a trade secret under laws governing information that was negligently or maliciously distributed;
2. Information that the receiving party had already obtained in a tangible form, through lawful means, before obtaining it under this agreement;
3. Information that the receiving party developed independently, without the use of any materials or information obtained from the other party in connection with this agreement;
4. Information that the receiving party has lawfully obtained, in a tangible form, from a third party that had the right to provide it to the receiving party;
5. Information that the disclosing party releases for publication in writing.

**COPERNICAT Competitor** means any corporation or other legal entity in the business of developing and/or marketing (including making generally commercially available to end user customers) one or more network simulation software products or related services.

**Design** means a representation of a network and/or signals that you create through the use of one or more Licensed Products. The representation may exist in various formats including, but not limited to, schematic diagrams, textual descriptions or COPERNICAT data- and/or project files.

**Design Techniques** means COPERNICAT-supplied algorithms, data, libraries, models, and other technical information used in the process of creating Designs.

**Documentation** means any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by COPERNICAT for use with a Licensed Product.

**End User** means an individual who works for you as an employee or independent contractor and whom you designate and authorize to access and use a Licensed Product as permitted by this agreement.

**Error** means a defect in a Licensed Product that causes it to deviate substantially from the specifications in the corresponding Documentation.

**EST** means electronic software transfer.

**Feedback** means any ideas or suggestions you voluntarily provide to COPERNICAT (in any manner, whether in writing or orally or otherwise) regarding the Licensed Products, Documentation, or Design Techniques, including possible enhancements or improvements.

**Fees** means the amounts you must pay when you purchase products and services from COPERNICAT under this agreement, as identified in each Purchasing Agreement.

**Intellectual Property Rights** means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.

**License Dongle** means a USB dongle which must be detected and identified by the Licensed Product.

**License Key** means a document (in physical or electronic format) provided by COPERNICAT that identifies:

1. The Licensed Product, including version number, licensed to you;
2. The License Dongle.

**License Term** means the period of time during which you may use a Licensed Product under a particular license.

**Licensed Products** means the COPERNICAT simulation software.

**Licensed Software** means the COPERNICAT simulation software.

**Maintenance Services** software maintenance and support.

**Parent Entity** means a person, company or other entity that owns, directly or indirectly, fifty percent (50%) or more of your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority.

**Purchasing Agreement** means the applicable COPERNICAT sales quotation, FSA schedule, purchase agreement or other agreement describing (among other things) the products and services that you have licensed or purchased, including pricing information.

**Reasonable Effort** means a reasonable amount of effort within a reasonable time. For the qualification of *'reasonable'* must be taken into account that COPERNICAT is a micro Independent Software Vendor, run by its sole owner besides a full-time job with an external employer. This affects and limits availability, especially for European office hours.

**TSL** means a time-based technology subscription license of a Licensed Product. A TSL lasts for a specific period of time (the License Term) from when the license is delivered and includes (at no additional charge) Maintenance Services for the Licensed Product in question.

**Use Area** for a Licensed Product means a single geographical site that you own or occupy as your place of business, which may consist of one or more buildings located within 5 miles of one another, and in which the Clients, and End Users for that Licensed Product are all located.

**WAN** means a wide area network.

**Website** means a COPERNICAT server that you can access via the Internet in order to download Licensed Products you have ordered.

**You** (and variations thereof) means the entity that signs or agrees to this agreement as the customer.

## 2 Licenses

### 2.1 License types

COPERNICAT defines two types of licenses:

1. *Evaluation license*: this license is valid for a 30-day (unless stated or agreed otherwise) evaluation period, the License Term, which starts the first time the COPERNICAT software is activated. The evaluation license offers full simulation functionality, but can only read and process data- and project files which are created under the active evaluation license.
2. *Purchased license*: this license is managed by a License Dongle that will be provided to you by COPERNICAT and is valid for the agreed License Term. No limitations for data- and project files apply under a purchased license.

### 2.2 Your license rights

When you purchase a license to a Licensed Product, upon its delivery you will have a nonexclusive right to:

1. Install the Licensed Product on one or more computers;
2. Install the License Key on one or more computers;
3. Allow your End Users to use the Licensed Product and Design Techniques, during the License Term, solely for the purpose of creating, modifying, and simulating your own designs;
4. Access the Licensed Product and Design Techniques only by users who are physically present at the node which holds the License Dongle.

### 2.3 Evaluation license limitations

The following limitations apply to an evaluation license:

1. The evaluation license offers full simulation functionality, but can only read and process data- and project files which are created under the active evaluation license.
2. You may use the Licensed Product only for the purpose of evaluating it and deciding whether to purchase a license to use it for production purposes. You shall not use the Licensed Product to design or evaluate any network for production, pre-production or actual implementation purposes or any other commercial use including, but not limited to, for the benefit of your customers. If you breach the forgoing restrictions, then you shall pay to COPERNICAT a license fee equal to COPERNICAT's License Term of one year plus maintenance for the commercial version of the Licensed Product. You agree that damages for such a breach would be difficult to assess, and such payment represents a reasonable assessment of the potential damage to COPERNICAT. You recognized and agree that this amount is a reasonable, liquidated amount and not a penalty.
3. Evaluation copies of Licensed Products are provided 'as is'. Therefore the warranty provisions in this agreement do not apply to evaluation licenses.

## 2.4 End Users

You may designate any of your employees whose primary work location is in the designated Use Area as End Users.

## 2.5 Use Area, telecommuting employees, use over a WAN

You must ensure that your End Users use the Licensed Product only when they are in the designated Use Area, except that any End User who is your employee, whose primary work location is in the designated Use Area, and whose primary residence is within 50 kilometers of the designated Use Area, may access the Licensed Product from his primary residence through a secure network that requires a secure ID card or other more protective security safeguards. You shall not make the Licensed Product and the License Dongle available over your wide area network on a non-personal basis, for example setting up a dedicated node to enable networked sharing of the License Dongle.

## 2.6 Conditions

Your right to use the Licensed Product is conditioned upon your timely payment of the full amount of Fees due for the Licensed Product and your compliance with the terms of this agreement, including the following restrictions. When the License Term expires, your license rights also expire and you may no longer use the Licensed Product.

## 2.7 Restrictions

You may not (and may not allow anyone else to):

1. Copy or use any Licensed Product (or Documentation) in any manner that is not expressly allowed by the license rights stated above;
2. Decompile, reverse engineer, or otherwise attempt to derive the source code for any Licensed Product or any underlying algorithms, databases, user interface techniques, models, or other ideas embodied in a Licensed Product;
3. Tamper with, or attempt to circumvent or disable, any License Key or License Dongle (this includes, for example, resetting the CPU time in order to extend the License Term, or using an unauthorized License Key not provided by COPERNICAT);
4. Tamper with, or attempt to circumvent or disable, the license checks in the Licensed Product software code.

5. Distribute any copy of a Licensed Product (or Documentation) except as expressly allowed by the license rights stated above;
6. Allow anyone other than your End Users to have access to or use (such as in a timesharing, service bureau, or application service provider model) any Licensed Product;
7. Use a Licensed Product or its output to create, modify, or simulate Designs for third parties;
8. Use a Licensed Product or its output to develop or enhance any product that competes with a COPERNICAT product;
9. Modify or create a derivative work of any part of a Licensed Product or Documentation;
10. Disclose the results of any benchmarking of a Licensed Product (whether or not the results were obtained with assistance from COPERNICAT) to any third party;
11. Use a Licensed Product in the development of any product if the failure or malfunction of that product could reasonably be expected to result in personal injury, death, or catastrophic loss.

## 2.8 Copies

If you make backup or archival copies of a Licensed Product or Documentation, you must reproduce all copyright, trademark, and other notices that appear on the original copy.

## 2.9 Transfers and assignments

You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from COPERNICAT. If you attempt to transfer or assign any of your license rights without COPERNICAT's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement).

# 3 Order and delivery

## 3.1 Ordering COPERNICAT products

You may order the products and services identified in the Purchasing Agreements at any time by submitting an order to COPERNICAT. You shall be responsible for ensuring that all information you provide is accurate and complete and that any person placing an order on your behalf has your authority to do so. Your order must indicate which Licensed Products and services you want to purchase, including: the type of license, the quantity, the License Term, the location(s) of your facility(ies) where the Licensed Products may be used (we may refer to this as the '*Authorized Sites*' in a Purchasing Agreement), and any other information COPERNICAT would need to fulfill your order (including any information needed to generate a License Key). COPERNICAT may, in its reasonable discretion, accept or reject your order. COPERNICAT may accept your order by sending you written or electronic notice of acceptance or simply by fulfilling your order.

## 3.2 Delivery

If COPERNICAT accepts your order for one or more Licensed Products, COPERNICAT will then deliver to you the Licensed Products along with the corresponding License Keys and License Dongle. COPERNICAT will deliver these materials to you electronically except for the License Dongle.

## 4 Fees and payment

### 4.1 Fees

The Fees for the products and services you may purchase under this agreement will be identified in the Purchasing Agreements. You agree to pay the Fees according to the payment terms in the applicable Purchasing Agreement.

### 4.2 Payments

If the applicable Purchasing Agreement does not contain specific payment terms for the Fees in question, payment of those Fees will be due within 30 days after the date of COPERNICAT's invoice. If you do not pay an amount by the scheduled due date, COPERNICAT will have the right to withhold the delivery of and/or deactivate the License Dongle and/or terminate this agreement or a Purchasing Agreement and accelerate the due date of all remaining payments. In this event, you will owe the entire outstanding balance as soon as you receive written notice from COPERNICAT that your payment is due. All payments you make to COPERNICAT are non-refundable. You may not offset any amounts you believe COPERNICAT owes you against any payments you make to COPERNICAT under this agreement. You must make payments in European Euros. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less.

### 4.3 Taxes

You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than COPERNICAT's income taxes, that are imposed on or result from your purchase, license, or use of COPERNICAT products and services. If COPERNICAT is required by law to collect and remit any such taxes, COPERNICAT may invoice you for such taxes and you agree to pay the invoiced amount to COPERNICAT. If you are required by the respective jurisdiction where the Licensed Products are used, or where services are provided, to withhold taxes from payments to COPERNICAT, you may withhold from the total amount due to the respective COPERNICAT distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide COPERNICAT with an official receipt for the payment within 60 days of your payment.

### 4.4 Bankruptcy

If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, COPERNICAT may apply any payments you have previously made to COPERNICAT for products or services not yet delivered by COPERNICAT against any amounts you owe COPERNICAT at that time for products or services that have been delivered by COPERNICAT (under this agreement or otherwise).

## 5 Services

### 5.1 Maintenance Services

Maintenance Services consist of the following:

1. *Support*: COPERNICAT will provide you with access to online Documentation via its website, and will use Reasonable Efforts to provide support via email. Support includes the installation

procedure, getting COPERNICAT in a correct functioning state, as well as additional information required by you in order to correctly utilize all of the Licensed Product's features. Support does not include advice on designing, configuring or optimizing specific network designs.

2. *Software updates*: COPERNICAT will use Reasonable Efforts to provide error corrections to the Licensed Products, as well as improvements, upgrades and enhancements to the Licensed Products. All aforementioned modifications to the Licensed Products become generally available to you during the License Term, free of additional charges.
3. *Feature requests*: COPERNICAT may consider to implement new features requested by you as long as the proposed new feature is also valuable for other licensees. A new feature which, by your request, is implemented within a shorter time period than usual may be subject to additional charges. These additional charges do not give you any rights regarding the implemented feature. In any case, all new implemented features become directly available to all licensees with the next version upgrade of the Licensed Product.

## 5.2 Conditions

In order to receive Maintenance Services for a Licensed Product, all of the following conditions must be met:

1. You must have purchased a license for such Licensed Product;
2. You must appoint a qualified contact person to interface with COPERNICAT regarding Maintenance Services, and identify such person to COPERNICAT in advance;
3. Such qualified contact person must be trained in the use of such Licensed Product;
4. You must provide COPERNICAT with access to the information and system facilities reasonably necessary to provide the Maintenance Services;
5. You must follow the directions provided by COPERNICAT to resolve technical problems;
6. You must follow the operating instructions and procedures for the Licensed Product as specified in the Documentation or provided by COPERNICAT;
7. You must notify COPERNICAT of any error or other problem in the Licensed Product.

## 5.3 Exclusions

COPERNICAT will have no obligation to provide Maintenance Services for any Licensed Products that are damaged, modified (by anyone other than COPERNICAT), incorporated into other software, or installed in any computing environment not supported by COPERNICAT; or for any version of a Licensed Product other than the latest version; or for any problems caused by your negligence, abuse, misuse, or by any causes beyond COPERNICAT's reasonable control.

# 6 Confidentiality

## 6.1 Confidentiality obligations

Each party (you and COPERNICAT) agrees to abide by the following confidentiality obligations with respect to the other party's Confidential Information:

1. Do not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena;
2. Do not use it for any reason other than to exercise its rights and perform its obligation under this agreement;

3. Protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a *'need-to-know'* basis).

## 6.2 Mandatory disclosures

If you believe you must disclose COPERNICAT 's Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify COPERNICAT and cooperate with COPERNICAT if COPERNICAT chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. COPERNICAT will do the same if it believes it must disclose your Confidential Information in these circumstances.

## 6.3 Additional obligations

In addition to your general obligations of confidentiality regarding the Licensed Products and Documentation, you must take the following steps to help prevent any unauthorized access to or use of the same:

1. You must ensure that each End User who is your independent contractor (not your employee) has access to and uses the Licensed Products and Documentation only while working on your physical premises;
2. You must monitor each End User's use of the Licensed Products to ensure that the End User abides by the terms of this agreement.

# 7 Term and termination

## 7.1 Term of agreement

The term of this agreement will begin on the effective date that you first use the products or services and will end when the last Purchasing Agreement expires, unless this agreement is terminated sooner by either party.

## 7.2 Term of purchasing agreement

Each Purchasing Agreement will have its own term, as indicated on that Purchasing Agreement.

## 7.3 Rights to terminate

Each party has the right to terminate this agreement, by giving written notice of termination to the other party, if:

1. The other party breaches this agreement, and
2. Either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 30 days after receiving written notice of the breach from the non-breaching party.

A substantial deviation of a Licensed Product from the specifications in the corresponding Documentation will not be considered a breach of this agreement that allows you to terminate the agreement, but it could give rise to a warranty claim under section 8.

## 7.4 Consequences of termination

If and when either you or COPERNICAT terminates this agreement, all Purchasing Agreements in effect at that time will also terminate. When this agreement, a Purchasing Agreement or an individual license to a Licensed Product expires or is terminated:

1. You must Immediately cease all use of the Licensed Products, Documentation, and Design Techniques;
2. You must promptly return to COPERNICAT the License Dongle in your possession or control;
3. You must certify in writing to COPERNICAT that you have complied with the above clauses;
4. You will remain obligated to pay any amounts you owe to COPERNICAT at that time; and
5. The provisions of sections 4, 6, 7.4, 8.5 and 9, and the warranty disclaimers in section 8, will remain in effect.

## 8 Limited warranty

### 8.1 Error definition

You are aware of the fact that COPERNICAT calculates its results based on built-in theoretical models and your (measured) specifications, both of which may not fully describe the exact behavior of signals, network components, or combinations thereof, and that some aspects of the simulation results will therefore be an approximation of the real world. Differences between measurements and simulation results that follow reasonably from the aforementioned approximation are not considered to be an Error.

### 8.2 Warranty

For a period of 90 days from when COPERNICAT delivers a Licensed Product to you (the '*warranty period*'), COPERNICAT warrants that the Licensed Product will have no Errors when used on the correct platform and according to the instructions in the corresponding Documentation. This warranty will be void if you, or anyone else other than COPERNICAT, modifies or attempts to modify the Licensed Product.

### 8.3 Warranty claims

To claim a breach of this warranty, you must, during the warranty period, notify COPERNICAT in writing of the Error or Errors that you have encountered and provide COPERNICAT with all the information you have, in written or electronic form, about those Errors, so that COPERNICAT can attempt to reproduce, diagnose, and correct the Errors.

### 8.4 Exclusive remedy

Your exclusive remedy for any breach of this warranty is that COPERNICAT will use commercially reasonable efforts to (at COPERNICAT's option) correct the Errors you have reported or provide a replacement product that does not contain these Errors. If COPERNICAT is unable to provide a correction or a replacement or determines that it will not be feasible to do so, COPERNICAT will refund the Fees you paid for that Licensed Product.

### 8.5 Disclaimer

This is the only warranty COPERNICAT provides for the Licensed Products. Except for this warranty, all Licensed Products, Documentation, and Design Techniques are provided '*as is*'. COPERNICAT disclaims all other warranties (express, implied, or statutory), including any warranties of

merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising from a course of dealing or usage of trade.

## 9 Other terms

### 9.1 Ownership of IP rights

COPERNICAT owns all Intellectual Property rights in the Licensed Products, Documentation, and Design Techniques. Your only rights in the Licensed Products, Documentation, and Design Techniques are the rights expressly granted in this agreement. You will own all Intellectual Property rights in the Designs you create using the Licensed Products, Documentation, and Design Techniques, subject to COPERNICAT's ownership of the Intellectual Property rights in the Licensed Products, Documentation, and Design Techniques. COPERNICAT may freely use and disseminate any Feedback you provide. You agree not to claim that COPERNICAT owes you any compensation for its use or dissemination of such Feedback.

### 9.2 Audit and compliance

COPERNICAT may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) your use of the Licensed Products and Documentation to verify your compliance with this agreement. You agree to give COPERNICAT (or the auditing firm) reasonable access to your facilities and records for purposes of conducting these audits. COPERNICAT will give you at least five days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless COPERNICAT has a good-faith basis for believing that more frequent audits are warranted. COPERNICAT will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that you have failed to comply with this agreement in a material way, in which case you agree to reimburse COPERNICAT for these costs.

### 9.3 Automatic updates

Licensed Products communicate with COPERNICAT servers for the purpose of providing Updates, detecting software piracy and verifying that customers are using Licensed Products in conformity with the applicable License Key for such Licensed Products. COPERNICAT will use information gathered in connection with this process to deliver software updates and pursue software pirates and infringers.

### 9.4 Limitation of liability

For each product or service you license or purchase from COPERNICAT under this agreement, COPERNICAT's total, cumulative liability to you, is limited to the amount of Fees you paid for that product or service in the 12 month period immediately preceding the event giving rise to the claim (regardless of the nature of the liability or the nature or number of claims giving rise to the liability). COPERNICAT will not, under any circumstances or any theory of liability, be liable to you for any lost profits, loss of data, or consequential, incidental, or special damages arising from this agreement or the products and services provided to you under this agreement, or arising from the results generated by the Licensed Product, even if COPERNICAT knew or should have known of the possibility thereof. The limitations of liability in this section are a fundamental part of this agreement and enable COPERNICAT to provide products and services to you at lower prices. These limitations of liability are intended to apply even if an exclusive remedy is found to have failed of its essential purpose.

## 9.5 Governing law, jurisdiction

This agreement is governed by the laws of the Netherlands, without regard to conflicts of laws principles. The courts located in Zuid-Holland, Netherlands have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.

## 9.6 Notices

Any notice, approval, consent, or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class or registered (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused.

## 9.7 Waivers

Either party's failure to enforce any provision of this agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.

## 9.8 Independent contractors

The parties to this agreement are independent contractors. Neither party is the agent or partner of the other party, or has any power or authority to act on behalf of the other party

## 9.9 Severability

If any provision in this agreement is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible.

## 9.10 Remedies

Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore COPERNICAT will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

## 9.11 Force majeure

Each party will be excused from performance of its obligations under this agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.

## 9.12 Construction

Section headings in this agreement are for convenience only. The word '*including*' (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this agreement.

#### 9.13 Press release, customer testimonial

The parties intend to work together to prepare and publish a mutually acceptable press release concerning this agreement, or customer testimonial covering the Licensed Product. This may also include placement of your company's logo on the COPERNICAT website.

#### 9.14 Entire agreement

This agreement and any applicable attachments and Purchasing Agreements are the entire agreement between the parties concerning its subject matter, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or nondisclosure agreements that COPERNICAT previously entered into with you will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.

#### 9.15 Amendments

This agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to COPERNICAT will be binding on COPERNICAT or have any legal effect.